



Docket No.: 0757-0282P
(PATENT)

IN THE UNITED STATES PATENT AND TRADEMARK OFFICE

In re Patent Application of:
Hiroyuki TODA et al.

Application No.: 10/758,034

Confirmation No.: 6134

Filed: January 16, 2004

Art Unit: 3662

For: CARRIER-PHASE-BASED RELATIVE
POSITIONING DEVICE

Examiner: D. L. Phan

TERMINAL DISCLAIMER

Commissioner for Patents
P.O. Box 1450
Alexandria, VA 22313-1450

Sir:

The undersigned is attorney of record for the assignee of the above-identified application. Furuno Electric Co., Ltd. certifies that it is the owner of 100% interest in the above identified patent application, as evidenced by the attached assignment, said assignment having been recorded in the U.S. Patent and Trademark Office on December 18, 2002 at Reel 013592, Frames 0413-0415.

The owner hereby disclaims, except as provided below, the terminal part of the statutory term of any patent granted on the above-identified application, which would extend beyond the expiration date of the full statutory term defined in 35 U.S.C. 154 to 156 and 173, as presently shortened by any terminal disclaimer, of prior U.S. Patent No. 6,720,914. The owner hereby agrees that any patent that is granted on the above-identified application shall be enforceable only for and during such period that it and the above listed patent are commonly owned. This

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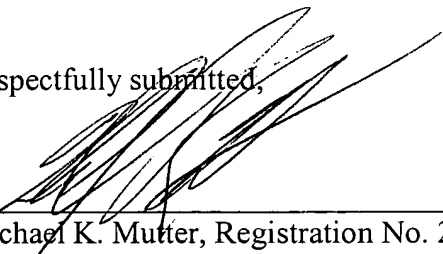
agreement runs with any patent granted on the above-identified application and is binding upon the grantee, its successors or assignees.

In making the above disclaimer, the owner does not disclaim the terminal part of any patent granted on the above-identified application that would extend to the expiration date of the full statutory term as defined in 35 U.S.C. 154 to 156 and 173 of the prior patent, as presently shortened by any terminal disclaimer, in the event that it later: expires for failure to pay a maintenance fee, is held unenforceable, is found invalid by a court of competent jurisdiction, is statutorily disclaimed in whole or terminally disclaimed under 37 CFR 1.321, has all claims canceled by a reexamination certificate, is reissued, or is in any manner terminate prior to the expiration of its full statutory term.

Our check in the amount of \$130.00 covering the fee set forth in 37 CFR 1.20(d) is enclosed. If necessary, the Commissioner is hereby authorized in this, concurrent, and future replies, to charge payment or credit any overpayment to our Deposit Account No. 02-2448 for any additional fees required under 37 C.F.R. § 1.16 or under § 1.17; particularly, extension of time fees.

Dated: September 22, 2005

Respectfully submitted,

By 
Michael K. Mutter, Registration No. 29,680
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Attachment: Copy of Assignment

COPY
ATTORNEY DOCKET NO. 0757-0272P

BIRCH, STEWART, KOLASCH & BIRCH, LLP

UNITED STATES PATENT RIGHTS, OR
UNITED STATES PLUS ALL FOREIGN PATENT RIGHTS

ASSIGNMENT

Application No. NEW

Filed December 18, 2002

Insert Name(s)
of Inventor(s)

*** (Given Name FAMILY NAME (ALL CAPS)) ***

WHEREAS, Hiroyuki TODA ; Naomi FUJISAWA
Masaru FUKUDA ;

Insert Title
of Invention

(hereinafter designated as the undersigned) has (have) invented certain new and useful improvements in

Carrier-Phase-Based Relative Positioning Device

for which an application for Letters Patent of the United States of America has been executed by the undersigned (except in the case of a provisional application).

Insert Date
of Signing of
Application

on December 2nd, 2002 ; and

Insert Name
of Assignee

WHEREAS, FURUNO Electric Company Limited

Insert Address
of Assignee

of 9-52, Ashihara-Cho, Nishinomiya-City, Hyogo-Pref., JAPAN

its heirs, successors, legal representatives and assigns (hereinafter designated as the Assignee) is desirous of acquiring the entire right, title and interest in and to said invention and in and to any Letters Patent(s) that may be granted therefor in the United States of America and

CHECK BOX
IF APPROPRIATE

☐ in any foreign countries.

NOW, THEREFORE, in consideration of the sum of Ten Dollars (\$10.00) to the undersigned in hand paid, the receipt of which is hereby acknowledged, and other good and valuable consideration, the undersigned has (have) sold, assigned and transferred, and by these presents does sell, assign and transfer unto said Assignee the full and exclusive right to the said invention in the United States of America, its territories, dependencies and possessions and the entire right, title and interest in and to any and all Letters Patent(s) which may be granted therefor in the United States of America, its territories, dependencies and possessions, and if the box above is designated, in any and all foreign countries;

and to any and all divisions, reissues, continuations, conversions and extensions thereof for the full term or terms for which the same may be granted.

The undersigned agree(s) to execute all papers necessary in connection with this application and any continuing, divisional, conversion or reissue applications thereof and also to execute separate assignments in connection with such applications as the Assignee may deem necessary or expedient.

The undersigned agree (s) to execute all papers necessary in connection with any interference which may be declared concerning this application or continuation, division, conversion or reissue thereof or Letter Patent(s) or reissue patent issued thereon and to cooperate with the Assignee in every way possible in obtaining and producing evidence and proceeding with such interference.

The undersigned agree(s) to execute all papers and documents and to perform any act which may be necessary in connection with claims or provisions of the International Convention for the Protection of Industrial Property or similar agreements.

The undersigned agree(s) to perform all affirmative acts which may be necessary to obtain a grant of a valid United States of America patent(s) or a grant of a valid United States of America and any foreign patent(s) to the Assignee and to vest all rights therein hereby conveyed to said Assignee as fully and entirely as the same would have been held by the undersigned if this Assignment and sale had not been made.

The undersigned hereby authorize(s) and request(s) the Patent and Trademark Office Officials in the United States of America and in any foreign countries to issue any and all Letters Patents resulting from said application or any continuing, divisional conversion or reissue applications thereof to the said Assignee, as Assignee of the entire interest, and hereby covenants that he has (they have) the full right to convey the entire interest herein assigned, and that he has (they have) not executed, and will not execute, any agreement in conflict herewith.

The undersigned hereby grant(s) the law firm of Birch, Stewart, Kolasch & Birch, LLP the power to insert on this Assignment any further identification which may be necessary or desirable in order to comply with the rules of the U.S. Patent and Trademark Office for recordation of this document.

The undersigned hereby covenant(s) that no assignment, sale, agreement or encumbrance has been or will be made or entered into which would conflict with this assignment.

In witness whereof, executed by the undersigned on the date(s) opposite the undersigned name(s).

Date <u>Dec. 2, 2002</u>	Name of Inventor <u>戸田 裕行</u> (signature) <u>Hiroyuki TODA</u>
Date <u>Dec. 2, 2002</u>	Name of Inventor <u>藤澤 春美</u> (signature) <u>Naomi FUJISAWA</u>
Date <u>Dec. 2, 2002</u>	Name of Inventor <u>Masaru Fukuda</u> (signature) <u>Masaru FUKUDA</u>
Date _____	Name of Inventor _____ (signature)
Date _____	Name of Inventor _____ (signature)
Date _____	Name of Inventor _____ (signature)